

# ***EXHIBIT “C”***

**Brosas, Josephine**

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**From:** Serwin, Andrew B. <ASerwin@foley.com>  
**Sent:** Monday, September 19, 2011 5:52 PM  
**To:** Brosas, Josephine; Hamilton, Mina; Boggs, Tammy H.  
**Cc:** Makous, David; DeCarlo, Dan  
**Subject:** RE: Trafficschool v Edriver - Docs/Info pursuant to 8-24 Minute Order re Attorneys Fees and Costs

Mina,

Your tone is inappropriate and that is what needs to cease.

Andy.

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**From:** Mina Hamilton [mailto:HAMILTON@lbbslaw.com]  
**Sent:** Monday, September 19, 2011 5:46 PM  
**To:** Serwin, Andrew B.; Boggs, Tammy H.; Josephine Brosas  
**Cc:** Dan DeCarlo; David Makous  
**Subject:** RE: Trafficschool v Edriver - Docs/Info pursuant to 8-24 Minute Order re Attorneys Fees and Costs

Stop it. Josephine and I both took down notes. What are you saying you agreed to exactly then? What else do you want?

>>>

**From:** "Serwin, Andrew B." <ASerwin@foley.com>  
**To:** "Mina Hamilton" <HAMILTON@lbbslaw.com>, "Boggs, Tammy H." <TBoggs@foley.com>, "Josephine Brosas" <brosas@lbbslaw.com>  
**CC:** "Dan DeCarlo" <DECARLO@lbbslaw.com>, "David Makous" <MAKOUS@lbbslaw.com>  
**Date:** 9/19/2011 5:44 PM  
**Subject:** RE: Trafficschool v Edriver - Docs/Info pursuant to 8-24 Minute Order re Attorneys Fees and Costs

Mina,

I haven't changed what I agreed to--what is in the email below is not what I agreed to, and I do not recall seeing an email that confirms your apparent understanding.

Andy.

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**From:** Mina Hamilton [mailto:HAMILTON@lbbslaw.com]  
**Sent:** Monday, September 19, 2011 5:41 PM  
**To:** Serwin, Andrew B.; Boggs, Tammy H.; Josephine Brosas  
**Cc:** Dan DeCarlo; David Makous  
**Subject:** RE: Trafficschool v Edriver - Docs/Info pursuant to 8-24 Minute Order re Attorneys Fees and Costs

You did not mention anything about wanting to know which attorneys worked on these cases or anything else during our meet and confer. Please do not change what you already agreed to. We can represent that those cases are cases led by David Makous or Dan Decarlo with assistance from me, Josephine and/or additional partners and associates.

As for the client written fee agreement the order only requires us to provide it if it exists: "including any fee agreement under which they provided services in this action". There is no written fee agreement for this action. Obviously, this isn't a contingency case, so I'm not sure what you think you will get from it, even if we had it to share.

>>>>

**From:** "Serwin, Andrew B." <ASerwin@foley.com>  
**To:** "Josephine Brosas" <brosas@lbbslaw.com>, "Boggs, Tammy H." <TBoggs@foley.com>  
**CC:** "Dan DeCarlo" <DECARLO@lbbslaw.com>, "Mina Hamilton" <HAMILTON@lbbslaw.com>, "David Makous" <MAKOUS@lbbslaw.com>  
**Date:** 9/19/2011 5:30 PM  
**Subject:** RE: Trafficschool v Edriver - Docs/Info pursuant to 8-24 Minute Order re Attorneys Fees and Costs

That is not completely what we agreed to. I would like to know which attorneys worked on these cases, at minimum. I had said that I didn't expect case names, but more detail would be helpful.

Also, do you have a fee agreement for the client in any matter?

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**From:** Josephine Brosas [mailto:brosas@lbbslaw.com]  
**Sent:** Monday, September 19, 2011 5:17 PM  
**To:** Serwin, Andrew B.; Boggs, Tammy H.  
**Cc:** Dan DeCarlo; Mina Hamilton; David Makous  
**Subject:** Trafficschool v Edriver - Docs/Info pursuant to 8-24 Minute Order re Attorneys Fees and Costs

Andrew and Tammy,

Attached are the Excel spreadsheets pursuant to Judge Anderson's August 24, 2011 Minute Order. Please provide us with your portion by no later than close of business on September 26, 2011.

Also, please see the information below regarding rates in other cases as you agreed to accept during our conference call last week. As to the fee agreement in this case, as Mina had mentioned during our call, we do not believe we have one. We have checked our files and with the client and are unable to locate any such agreement.

Please let us know if you have any questions.

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Rates in other cases:

Represented plaintiff and counterclaim-defendant in a patent infringement case (2008-2009): 425-375/hour for partners; 250/hour for associates.

Represented plaintiff and counterclaim-defendant in a copyright infringement case (2006-2008): 500-350/hour for partners; 250/hour for associates

Represented plaintiff in a copyright infringement case (2006-2007): 450-325/hour for partners; 240/hour for associates

Represented defendant in a patent infringement case (2007-2008): 485/hour for partners; 225/hour for associates

Represented defendant and counterclaimant in a trademark infringement case (2010-2011): 450/hour for partners; 200/hour for associates

Represents defendant in a trademark infringement case (2010-present): 400/hour for partners; 225/hour for associates

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**Josephine Ann Brosas**

Intellectual Property and Technology  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
221 N. Figueroa Street Suite 1200  
Los Angeles, CA 90012  
ph: 213.580.6310  
fax: 213.250.7900  
email: [brosas@lbbslaw.com](mailto:brosas@lbbslaw.com)

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